



BearCom

Video Surveillance Maintenance Plan

March 8, 2021

Presented to



THE
HOLLYWOOD
PARTNERSHIP

in Response to

HED Surveillance System RFP_2021

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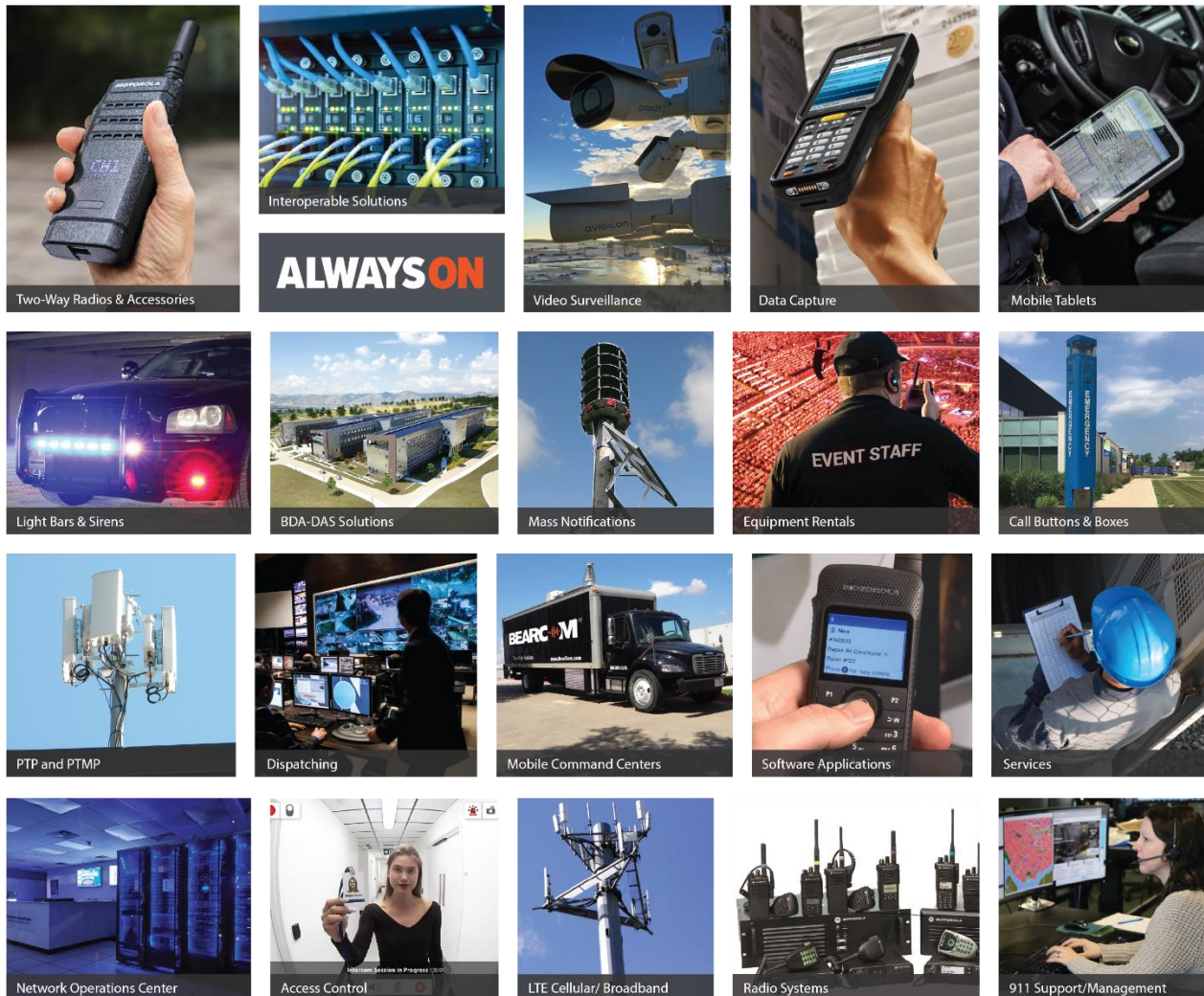
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About BearCom

BearCom designs and delivers high-performance video surveillance, wireless voice and data communication solutions that boost operating efficiency and increase safety. Whether you need a surveillance system with integrated analytics, a multi-point wireless network to connect your work teams, an integrated two-way radio system to add productivity across your facility, a bi-directional amplifier to enable communications between first responders, or any other wireless solution to improve staff collaboration, BearCom can help.

For 40 years, BearCom has been serving leading airlines, manufacturing and petrochemical plants, distribution centers, hotels and resorts, construction firms, public safety agencies, schools, and more. In addition, our rentals team supports major sporting events, award shows, conventions, and fairs, as well as the largest music festivals in the nation.

BearCom sells, rents, and services two-way radios, push-to-talk phones, mobile broadband cards, radio interoperability systems, IP video surveillance cameras, mesh broadband networks, point-to-point bridges, remote call boxes, WLAN systems, and mobile command centers. Thousands of customers depend on BearCom to keep them connected... everywhere, all the time.



BearCom at a Glance

- Founded 1981 - Leader in wireless industry 35+ years
- 75+ local branch offices in North America
- 96,000 Sq. Ft. Distribution Center
- National Repair and Service Depot
- 165,000+ two-way radios shipped annually
- Over 50,000 devices in our rental fleet
- Over 1,000 employees in the U.S. and Canada
- 350+ in Trained Technical Services Group

Executive Leadership Team

Chief Executive Officer/President	Bob Craycraft
Chief Financial Officer	Greg Collins
SVP of Sales and Marketing	Les Fry
VP of Rentals	Charla Crochet
VP of Operations	Amber Caufield

Our Top Partners



BearCom Locations



Atlanta, GA
 Austin, TX
 Baltimore, MD
 Baton Rouge, LA
 Beaumont, TX
 Belleville, ON
 Birmingham, AL
 Boston, MA
 Calgary, AB
 Chantilly, VA
 Chicago, IL
 Cleveland, OH
 Columbus, OH
 Cornwall, ON
 Corpus Christi, TX
 Costa Mesa, CA
 Dallas/Fort Worth, TX
 Denver, CO

Destrehan (New Orleans), LA
 Detroit, MI
 Edmonton, AB
 Evans, CO, ON
 Ft. Lauderdale/Miami, FL
 Grand Junction, CO
 Grande Prairie, AB
 Greensburg, PA
 Hamilton, ON
 Hanover, ON
 Houston, TX
 Kingston, ON
 Kitchener, ON
 Las Vegas, NV
 London, ON
 Marrero (New Orleans), LA
 Medicine Hat, AB
 Metairie (New Orleans), LA

Minneapolis/St. Paul, MN
 Mississauga, ON
 Nashville, TN
 New York City, NY
 Niagara Falls, ON
 Oklahoma City, OK
 Orlando, FL
 Ottawa, ON
 Peterborough, ON
 Phoenix, AZ
 Pittsburgh, PA
 Plattsburgh, NY
 Portland, OR
 Red Deer, AB
 Redondo Beach, CA
 Sacramento, CA
 San Antonio, TX
 San Diego, CA
 San Francisco, CA
 Sarnia, ON
 Saskatoon, SK
 Seattle, WA
 Steubenville, OH
 Tampa, FL
 Toronto, ON
 Troy, NY
 Tulsa, OK
 Washington DC
 Watertown, NY
 Wheeling, WV
 Woodstock, ON
 Youngstown, OH
 Zanesville, OH

Qualifications

BearCom has earned numerous awards and accolades since 1981 for innovation, customer service, and industry leadership. BearCom is a board-level member of the Enterprise Wireless Alliance (EWA) and is regularly recognized as a leader in the wireless industry. In addition, BearCom has been named a Motorola Solutions Empower Circle winner multiple times, an honor that recognizes independent distributors, resellers, and dealers for outstanding sales performance and customer service.

BearCom has multiple technicians based in the Los Angeles area that are certified to design, install, configure and service the Ocularis video management solution from Qognify.

Experience and Technical Expertise

The BearCom Technical Services Group includes more than 350 highly knowledgeable, highly experienced industry professionals, many of whom hold advanced engineering degrees. Our team stays up-to-date with technology by earning the latest credentials for DMR and P25 networking, R56 site installation, and other key industry certifications.

If you have specialized needs, the BearCom team includes highly skilled system architects and technology engineers who can develop complex solutions for environments requiring advanced video surveillance networks. To achieve full coverage in challenging areas, we have proven experience deploying point-to-point wireless systems, distributed antenna equipment and private LTE 5G wireless data systems.

With our proven expertise serving more than 80,000 customers in nearly every commercial and public sector, you can count on BearCom to design and deliver the best solutions for your organization. Our highly-skilled professionals are ready to meet your challenges with a wide selection of innovative equipment, infrastructure, applications, and solutions that enhance the success of your security, voice/data communications, IoT, and M2M programs.

References

- Los Angeles Police Department Southeast Division
 - Darryl Danaher
 - Police Officer III
 - 310-621-7944
 - 32837@LAPD.online
- VA Greater Los Angeles Healthcare System
 - Ben Spivey
 - Chief
 - 310-261-4200
 - Benjamin.Spivey@VA.gov
- San Fernando Police Department
 - Anthony Vairo
 - Chief
 - 818-389-4260
 - AVairo@SFCity.org

Scope of Work & System Description

- Initial Work to be Performed:
 - Perform a comprehensive system assessment to establish a baseline and identify any on-going issues or concerns of the system operators and owners.
 - Verify that all Fluidmesh wireless point-to-point components are functioning properly, have adequate signal strength to maintain necessary bandwidth.
 - Upgrade the Ocularis video management software to the latest version including all current patches.
 - Check the picture quality of each camera and correct monitor selection.
 - Check the night-time performance of all cameras.
 - Check all automatic, network and remote camera functions are satisfactory, and that camera movement and fields of view are free from obstruction.
- Work to be Performed Once Per Quarter:
 - Clean, refocus and readjust 3-4 video surveillance cameras and associated Fluidmesh antennas.
 - Clean camera domes, outdoor housing glass and lenses.
 - Verify that devices are securely mounted.
 - Note any wear/tear or damage to devices and replace equipment under warranty.
 - Check fuses on power supplies.
 - Check wiring, cabling and associated connectors and advise if repair or replacement is necessary.
 - Check indicator lamps are working correctly.
 - Check warning labels and seals on equipment are still in place.
 - Check cables/conduit are properly supported, undamaged and show no wearing.
 - Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
- Work to be Performed Semi-Annually:
 - Ensure all Windows operating system security patches are installed on the NVR and workstations.
 - Check random recording and viewing parameters.
 - Check NVR for proper recording (30-day retention) playback functions and archiving.
 - Inspect CCTV System and monitors for proper functionality.
 - Clean and air dust each NVR and remove all debris.
 - Check programming on each NVR.
 - As required, install software updates.

Exclusions

This Scope of Work does not include the following:

- Repair or replacement of existing wiring, cabling or connectors.
- Removal or trimming of obstructing trees, bushes, branches.
- Removal or realignment of obstructing physical items such as signage, pipes, conduits or other objects.
- Bearcom will not be able to provide traffic management.

If repair or replacement is necessary, Bearcom will provide a quote for equipment and labor.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, or any change orders that may occur during the execution of the project.

In summary, this SOW is to provide maintenance of the HED Surveillance System as shown below:

Perform comprehensive system evaluation

- Determine what components are functional, what needs to be repaired or replaced.

Update/upgrade all software and firmware

- Upgrade the video management software, update firmware in cameras and antennas, update Windows operating systems.

Repair or replace hardware as necessary

- Establish a working system acceptable to the customer which will provide a baseline for ongoing maintenance work thereafter.

General Customer Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by BearCom. Customer's general responsibilities include the following:

- **Provide all administrator-level usernames and passwords to all system components, including:**
 - **Video Management Software – all components**
 - **Servers and client workstations**
 - **Wireless antenna system components**

Failure to provide this information will result in additional work outside the SOW of this proposal and may result in a reset to factory default parameters (and subsequent reprogramming) or replacement of components that cannot be accessed or reset.
- Coordinate with the City of Los Angeles, California Department of Transportation and property managers to provide access to secured property where surveillance system cameras, antennas and power connections are located.
- Identify power source for each camera and antenna location:
 - City of Los Angeles Department of Transportation
 - California Department of Transportation (Caltrans)
 - Private property owners
- Provide guidance and direction to Contractor for future projects/replacing equipment.
- Pay for the services provided by the Contractor according to contractual terms.

Location(s) of Work

Equipment Location	Address	
Camera 1	Hollywood and Sycamore (7046 Hollywood)	Located on the roof top (NW corner)
Camera 2	Hollywood and Highland	Lift needed: 40 - 50 ft Mounted on the light pole - South West side in front of the gift shop Dome is slightly dusty
Camera 3	Hollywood and Las Palmas	Lift needed: 30 – 50 ft Mounted on the South West side in front of the Rock Shop Camera dome is slightly dusty
Camera 4	Hollywood and Wilcox	Lift needed: 30- 50 ft reach Mounted to NE Traffic Light
Camera 5	Hollywood and Cahuenga (6385 Hollywood Blvd)	Lift needed: 30 ft reach Mounted to the side of the building on the North East corner
Camera 6	Hollywood and Vine	Lift needed: 30 – 60 ft reach Mounted on traffic pole South West side in front of Starbucks
Camera 7	Hollywood and Gower	Lift needed: 20 ft (Possible access from Roof of Fonda Theater) Mounted above venue sign of Fonda theater
Camera 8	Cahuenga and Yucca	Located on a pole in the CVS parking lot Reachable by bucket truck from the parking lot
Camera 9	Selma and Schrader	Lift needed: 30 ft (Possible roof access form YMCA) Mounted on the YMCA building – North side on Selma.
Camera 10	Cahuenga and Sunset	Lift needed: 30 - 50 ft Mounted on the pole on the South East side in front of Amoeba Records
Antenna Repeaters		Roof of Media Center
LAPD Hollywood Station	6255 Sunset Blvd 1358 N Wilcox Ave	Server, (2) client workstations, receiving antennas

Start Date: April 1, 2021

All work will be performed at times determined by customer and BearCom. Hours can vary depending upon facility availability. Normal work hours are 8:00 am to 5:00 pm, Monday through Friday, excluding the following Contractor holidays:

New Year's Day	Good Friday	Memorial Day	Independence Day
Labor Day	Thanksgiving	Day after Thanksgiving	Christmas Eve
Christmas			

System Pricing

Description			Price	
Annual Service Fees:				
10	PTZ Cameras	\$45.00 each/month	\$45.00	\$5,400.00
1	VMS Server	\$80.00 each/month	\$80.00	\$960.00
2	Client Workstations	\$80.00 each	\$160.00	\$1,960.00
21	Fluidmesh P-T-P antennas	\$12.00 each	\$252.00	\$3,024.00
Annual Qognify Software Maintenance – due with First Month Service Fees:				
1	Qognify Base License SMA – 1 year	\$92.00	\$92.00	\$92.00
10	Qognify Camera License SMA – 1 year	\$29.00	\$29.00	\$290.00
1	Software Upgrade Service	\$720.00	\$720.00	\$720.00
Total				\$12,446.00

The Parties hereby enter into this Agreement as of the Dates Below:

Bear Communication, Inc.:

Name: _____

Title: _____

Date: _____

Customer:

Name: _____

Title: _____

Date: _____

Exhibit A**SERVICE TERMS AND CONDITIONS****Section 1 APPLICABILITY**

These Service Terms and Conditions apply to Maintenance Services provided in accordance with the Statements of Work included in Exhibit A of the Communications System Agreement to which these terms and conditions are attached.

Section 2 DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means these Service Terms and Conditions, all of which are incorporated herein by this reference.
- 2.2. "Equipment" means the equipment that is specified in the attachment or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in this agreement.

Section 4 SCOPE OF SERVICES

4.1 BearCom will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, BearCom may also provide additional services at BearCom's then-applicable rates for the services.

4.2 If BearCom is providing Services for Equipment, BearCom parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacture's product manuals; and routine service procedures that are prescribed by BearCom will be followed.

4.3 If Customer purchases from BearCom additional Equipment that become part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by BearCom, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify BearCom in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which BearCom receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in BearCom's reasonable opinion, be properly or economically serviced for any reason, BearCom may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify BearCom of any Equipment failure. BearCom will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. BearCom has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When BearCom performs service at Customer's location, Customer will provide BearCom, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from BearCom or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that BearCom may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by BearCom in rendering the Services, Customer agrees to reimburse BearCom for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide BearCom with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with BearCom.

Section 8 PAYMENT

BearCom will invoice Customer annually in advance of each year of Services. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse BearCom for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of BearCom) by any governmental entity.

Section 9 WARRANTY

BearCom warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services is completed. In the event of a breach of this warranty, Customer's sole remedy is to require BearCom to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. BEARCOM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to BearCom will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, BearCom will have no further obligation to provide Services.

10.3. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to BearCom formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay BearCom for (1) the portion of the Contract Price attributable to the Services performed, on or before the effective date of the termination; and (2) costs and expenses that BearCom incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay BearCom for the reasonable value of such Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if BearCom has given Customer a notice of default and such default has not been cured.

10.4. If the Customer terminates this Agreement before the end of the Term, for any reason other than BearCom default, then the Customer will pay to BearCom an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, BearCom's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT BEARCOM WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY BEARCOM PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain BearCom's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at BearCom's request. Customer may not disclose, without BearCom's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by customer to BearCom will be deemed secret or confidential. BearCom will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any BearCom patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS.

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither BearCom nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by BearCom for the purpose of this Agreement will be and remain the sole property of BearCom. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property and return it to BearCom upon request. This property will be held by Customer for BearCom's use without charge and may be removed from Customer's premises by BearCom at any time without restriction.

Section 16 GENERAL TERMS

16.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

16.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

16.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

16.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of

16.5. BearCom may subcontract any of the work, but subcontracting will not relieve BearCom of its duties under this Agreement.

16.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, BearCom may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event BearCom separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), BearCom may, without the prior written consent of the other Party and at no additional cost to BearCom, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and BearCom and its affiliates, to the extent applicable) following the Separation Event.

16.7. BearCom has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, BearCom shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

16.8. If BearCom provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at BearCom's then effective hourly rates.

The Parties hereby enter into this Agreement as of the Effective Date.

Bear Communications, Inc.

Customer

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____